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Hernando, Mississippi 38632, (662) 429-8484

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INDEXING INSTRUCTIONS. Lot 1, Gunter Minor Subdivision, Section 20, Township 3 South,
Range 7 West, Hernando, Desoto County, Mississippi, Plat Book 101, Page 39

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 5, 2010.
The parties, their addresses and phone numbers are:

GRANTOR:

JON DEREK GUNTER
3740 McIngvale
Hernando, MS 38632

MARY ANGELA GUNTER
3740 McIngvale
Hernando, MS 38632

TRUSTEE:

THOMAS J. KING
P.O. Box 270
Amory, MS 38821

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI
Organized and existing under the laws of Mississippi
P. O. Box 270
Amory, MS 38821
Telephone: 662-256-8461

1. BACKGROUND. Grantor and Lender entered into a security instrument dated 5/20/10 and recorded on 6/1/10 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 3,172, Page 300 and covered the following described Property:

Lot 1, Gunter Minor Subdivision, situated in Section 20, Township 3 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 101, Page 39, Chancery Clerk's Office, Desoto County, Mississippi.

The property is located in Desoto County at Lot 1 Gunter Minor Subdivision, Hernando, Mississippi 38632.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1356992, dated May 20, 2010, from Grantor to Lender, with a loan amount of \$181,734.00 and maturing on November 15, 2010.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in

"margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. Modifying to correct the legal description

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:




Individually




Individually

LENDER:

Community Bank, North Mississippi

By
 NICK NAYLOR

ACKNOWLEDGMENT.

(Individual)

State OF Mississippi, County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of October, 2010, within my jurisdiction, the within named Jon Derek Gunter, and Mary Angela Gunter, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires: 10-26-13

Stacey Joiner
(Notary Public)



(Lender Acknowledgment)

State OF Mississippi, County OF Desoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of October, 2010, within my jurisdiction, the within named NICK NAYLOR, who acknowledged that he/she/they is/are of Community Bank, North Mississippi, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

10-26-13

Stacey Joiner
(Notary Public)

